



PARTICIPATION AGREEMENT

The following conditions of sale ('Conditions of Sale') will apply to and bind the purchaser of any Mega Adventure Park product.

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SELECTING YOUR PURCHASES.

TO COMPLETE YOUR PURCHASES YOU MUST:

- SIGN AND DATE THIS FORM WHERE INDICATED AND HAVE YOUR SIGNATURE WITNESSED BY A PERSON OVER 18 YEARS; OR
- IF YOU ARE UNDER 18 YEARS, A PARENT OR LEGAL GUARDIAN MUST SIGN THIS AGREEMENT ON YOUR BEHALF.

WHEN YOU SIGN YOUR NAME AND PAY FOR YOUR PURCHASES, YOU WILL HAVE AGREED TO AND WILL BE BOUND BY THESE CONDITIONS OF SALE.

IF YOU ARE MAKING A PURCHASE ON BEHALF OF ANOTHER PERSON, YOU AGREE THAT YOU ARE MAKING THE PURCHASE AS THEIR AGENT.

Full Name (BLOCK LETTERS)	
Date of Participation	
Email Address	
Postcode	

EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE – YOUR ASSUMPTION OF RISK
THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS!
PLEASE READ CAREFULLY

1. Mega Adventure Park Adelaide Pty. Ltd. (ABN 98 606 111 844), trading as Mega Adventure Park as the supplier of recreational services, sells all tickets and supplies all recreation services and facilities to you (the customer) including but not limited to SkyMate Cumulus, SkyChallenge, SkyWalk and MegaBounce, the condition, layout, construction, design, maintenance and use of the Activities, the presence of people or objects thereon, the surrounding areas and any other associated activities or similar leisure time pursuits (each referred to as an 'Recreational Activity' and jointly 'Recreational Activities') in the Mega Adventure Park venue subject to the following conditions:
 - 1.1 By purchasing a ticket for or by using any of the facilities at Mega Adventure Park, the customer agrees to be bound by these conditions.
 - 1.2 **RISK WARNING: THE Recreational Activities, which include the use of SkyMate Cumulus, SkyChallenge, SkyWalk, MegaBounce or any other equipment at Mega Adventure Park, involve a significant risk to participants suffering personal injury including the possibility of serious injuries, permanent disability or death. All participants who engage in such activities do so at their own risk.**
 - 1.3 The customer acknowledges and agrees that the Recreational Activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and the customer assumes and accepts all such risks.
2. **These Conditions of Sale include:**
 - 2.1 the Conditions of Entry Safety Signage and Rules which are displayed on signs located throughout the Mega Adventure Park venue, which should be read by you;
 - 2.2 the Mega Adventure Park Privacy Policy and Terms and Conditions which can be read on the Mega Adventure Park website: www.megaadventure.com.au
3. **Law and Jurisdiction**

These Conditions of Sale are governed by the laws of the Stat of South Australia, the courts of which shall have exclusive jurisdiction. If any of these Conditions of Sale should be determined to be void, invalid or otherwise unenforceable, such conditions shall be deemed deleted and the remaining Conditions of Sale remain and continue to be valid, biding and enforceable.
4. **FORM 1: Recreational services – Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)**

Your rights:

Under sections 60 and 61 of the *Australian Consumer Law (SA)*, if a person in trade or commerce supplies you with services (including "recreational services"), there is:

 - a statutory guarantee that those services will be rendered with due care and skill; and
 - a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
 - a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Initial:



Excluding, restricting or modifying your rights

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (**a third party consumer**).

If you sign this form, you will be agreeing to exclude, restrict or modify Mega Adventure Park Adelaide Pty Ltd's (98 606 111 844) (trading as Mega Adventure Park), liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of Mega Adventure Park for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is

(a) excluded.

Signature:

Date:

Signature of witness:

Name and address of witness:

Definitions

1. Recreational Services are services that consist of participation in;
 - a sporting activity or similar leisure-time pursuit; or
 - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
2. Personal Injury is bodily injury and includes mental and nervous shock and death.

Further information:

Further information about your rights can be found at www.ocba.sa.gov.au

5. CUSTOMERS UNDER 18 YEARS – CONSENT OF PARENT OR LEGAL GUARDIAN

I have read and agree to these Conditions of Sale and I consent to guarantee the performance of the customer's obligations under these Conditions of Sale:

Signature of Parent / Legal Guardian:

Name of Parent / Legal Guardian:

Date: